Petition

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NO. 24382

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1981

MARY VAUGHN,

Petitioner,

vs.

HINCHY, WITTE, WOOD, ANDERSON & HODGES,

Respondents

PETITION FOR WRIT OF CERTIORARI TO THE COURT OF APPEAL OF THE FOURTH APPELLATE DISTRICT OF CALIFORNIA

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SUPREME COURT OF THE UNITED STATES

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Mary Vaughn,

Petitioner,

vs.

Hinchy,Witte,Wood,Anderson &

Hodges, Law Firm @ 3200 - 4th Ave. San Diego,Ca. 92103

Respondents

PETITION FOR WRIT OF CERTIORARI
TO THE
COURT OF APPEAL OF THE FOURTH
DISTRICT OF CALIFORNIA

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THIS APPEAL IS TAKEN PURSUANT FO THE 42

U.S.C.A. 1983

QUESTIONS

(1)

When a client hires an attorney to perform a specific task, i.e. a case of swindle; is that attorney obligated to either make a settlement with the swindler to pay back the money? Is the attorney obligated to sue the swindler in client's behalf; specifically if they are continuing to operate as a business? Is the attorney allowed to procrastinate until the Statute of Limitations expire and the client is without any remedy to recover the loss of $16,440.00 (Sixteen Thousand and Four Hundred and Forty Dollars) swindled by Larry Turner/ agent for the American States Leasing Corporation, San Diego, California.

(2)

con't.next page

Is it legal for an attorney to coerce his client into performing an illegal act against the United States of America (Small Business Administration). This attorney gave the client herein named, instructions that she should give inaccurate information to the Small Business Administration in order to default on that loan. Client refused to cooperate.

(3)

Is it legal for an attorney to force his client to sign a Chapter XI case against her business which included phantom creditors?

(4)

Is it legal for an attorney to exclaim to his client if she doesn't sign to pay phantom creditors, he hopes she sinks.

(5)

con't. next page

Is it legal for an attorney to place clients monies (approx. $35,000.00 without interest) (Thirty five thousand dollars) in his own bank account..... knowing full well that the order is for the client to be the Trustee of the account. The law of the Trusteeship was also violated.

(6)

Is it legal for an attorney to change his client's lease which she had previously acted upon herself--without his client's consent; specifically to change client's lease to read...HE REDUCED MY TWENTY (20) YEAR OPTION TO PURCHASE VALUABLE PROPERTIES....DOWN TO A T W O Y E A R O P T I O N TO PURCHASE and made every effort possible to prevent their client, (the petitioner) from taking advantage of the mere two year reduced option.

(a) By threatening client if she uses any portion of a recent small business loan he will cause her to lose the entire loan.[b] Client only needed $7,000.00 (Seven Thousand) more dollars to complete her down-payment.

(7)

Is it legal for an attorney to represent his client's opposition....giving the opposition the $100,000.00 (One Hundred Thousand Dollars) Small Business Loan Monies which client used to purchase furniture, carpets, draperies and equipment....leaving his client holding the bag of repaying the $100,000.00 (One-Hundred Thousand Dollars) loan after stripping her of real estate, nursing home business with 67 patients bringing an income of $63,310.00 (Sixty-three Thousand and Three Hundred and Ten Dollars) per month in cash

revenue, failure to exempt client's home from phantom Ch. XI case, i.e. sold client's home, deposited the monies in his own account which is outlined in other documents in this record.

(8)

Whether the Honorable Supreme Court of the United States has a duty to protect victims against legal malpractice and civil rights violations?

(9)

Whether the Court should award Petitioner for damages inflicted upon her by Hinchy, Witte, Wood, Anderson & Hodges et. al.; failed to file a lawsuit against swindlers who swindled Petitioner of $16,440.00 (Sixteen Thousand and Four Hundred and Forty Dollars) United States Government Small Business Association money; allowed Statute of Limitations to lapse,

used conspiracy/threat/influence to prevent Petitioner from obtaining new attorney, and violated the ABA Code of Professional Responsibility (EC 701)?

(10)

Whether the Court should order Petitioner value damages because Hinchy, Witte, Wood, Anderson & Hodges, et al took property from Petitioner without compensation? (Plaintiff had no remedy). Violation of ABA Code of Professional Responsibility, EC 5-1 Partner Kendal Wood/Attorney Real Estate).

Other questions are involved and are named throughout the record.

Mary Vaughn
in pro per

2/25/82
DATED Corrected

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Issues involving constitutional dimensions: (special and important reasons)/granting of Certiorari:

Rice v. Sioux City Memorial Park Cemetery, Iowa 1955, 75 S.Ct. 614, 349 U.S. 70,99 L.Ed. 897.

Contracts/Damages based on reliance interest:

See 5 Corbin,Contracts §§ 1363, 1363A (3d ed. 1968); Patterson, Builders' Measure of Recovery for Breach of Contract, 31 Colum. L. Rev. 1286, 1296-99 (1931).

Erwin M. Jennings Co. v. DiGenova, 107 Conn. 491, 499, 141 A 866, 868 (1928) Integrity of Justice.

Black vs. State Bar, 57 Cal.2d 219, 225-26, 368 P.2d 18 Cal. Rptr. 518, 522 (1962). Commingling a Client's Funds.

ABA Opinion 242 (1942) Impartial and Uninfluenced Judgment.

California Business and Professions Code §§6068 (West 1962) An Attorney's offensive personality. "He Hopes I Sink" because I refused to sign erroneous papers.

EC 7-35/ABA Canons 3 and 32. ACCESS TO

TRIBUNALS ON AN EQUAL BASIS.

Barquis vs. Merchants Collection Assn. 7C. 3d 94, 95, h.1.

Hinchy, Witte, Wood, Anderson, Hodges Law Firm et al. Willfully neglected to render the services for which he/ they were hired.

Business and Professions Code Sections 6067 and 6068.

MORAL TURPITUDE - Business and Professions Code, §§ 6106.

STATUTES

28 U.S.C. § 1257 (3)

28 U.S.C. § 1331

28 U.S.C. § 1343

42 U.S.C. § 1983

42 U.S.C.A. § 242.

U.S.C.A. Constitutional Amendments 1 and 14.

OTHER AUTHORITIES:

U.S.C.A. Constitutional Amendment 1., Thomas v. Board of Education, Granvill Central School District, 607 F 2d. 1043,

cert. denied 100 S.Ct. 1034, 444 U.S. 1081, 62 L ed2d. 765, on remand 505 F. Supp. 102.

U.S.C.A. Constitutional Amendment 1, Pirre v. Printing Developments, Inc., 468 F. Supp. 1028, aff. 614 F. 2d. 1290.

U.S.C.A. Constitutional Amendment 1, Realco Services v. Holt, 479 F. Supp. 880 (1979).

U.S.C.A. Constitutional Amendment, 1. Herbert v. Lando, 73 F.R.D. 387 remanded 568 F. 2d. 974, cert. granted, 98 S. Ct. 1635, 441 U.S. 153, 60 L.Ed. 2d. 115.

U.S.C.A. Constitutional Amendment 1., Bruno & Stillman, Inc., v. Globe Newspaper Co., 633 F. 2d. 583.

U.S.C.A. Constitutional Amendment 1., Collin v. Smith, 447 F. Supp. 676, affirm. 578 F.2d. 1197, cert. denied 99 S. Ct. 291 439 U.S. 916, 58 L. Ed. 2d. 264.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. This case involves the 14th Amendment.

2. This case also involves the following provisions of the federal statutes:

42 U.S.C.A. § 242: authorizes criminal prosecution for one who violates the constitutional rights of another. The statute, provides inter alia: Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any inhabitant of any state, territory, or district to the

deprivation of rights, privileges, or immunities secured...by the constitution or laws of the United States...shall be fined not more than $1,000 (one thousand dollars) or imprisoned not more than one year, or both.

Mary Langhofer

FEB 25 1982

Corrected

Appendix

OPINIONS BELOW

In Re: Plaintiff Mary Vaughn's serious malpractice complaint against defendant's Hinchy, Witte, Wood, Anderson, Hodges et.al. Law Firm, filed in the Superior Court of California, County of San Diego was dated July 23, 1980. My reference: Appendix A.

On November 24th., 1980, Judge Franklin Orfield (whom plaintiff believes to be an alleged member of the syndicate) issued an order dismissing plaintiff's case and in the court room exclaimed to plaintiff that he didn't want to hear plaintiff's complaint. My ref.: Appendix B.

And following plaintiff's motion to have the case re-heard; plaintiff was assigned another alleged syndicate Judge Carlos Cazaras. Cazaras issued an Order January 13 1981, (without hearing plaintiff's case)

that plaintiff was a vexatious litigant and must post $2,500 (two thousand five hundred dollars) bail in order to have the case heard. Plaintiff plead with Cazaras that she didn't have the money; that the defendants had drained all funds and stripped her of valuable properties. It made no difference to Cazaras; he didn't want to hear the complaint even though Plaintiff had already appealed the dismissal by Orfield. My ref.: Appendix B.

Cazaras also said he didn't care; he was issuing the deposit of Bail Order anyway. Plaintiff then tried to explain to Cazaras that she is the victim, the plaintiff. It's the defendant who should post Bail. My ref.: Appendix B.

On January 8th., 1981, an appeal to the Fourth Appellate District, Division One,

Civil No. 25382 Malpractice Complaint was filed. My reference: Appendix C.

On August 20, 1981, an order was issued by the Fourth Appellant District Court, Division One, stating that Plaintiff's case does not relate to an appealable order. The pleadings did not reveal any cognizable invasion of the Plaintiff's rights. My reference: Appendix D.

On September 20, 1981, plaintiff filed a petition for a hearing to the State Supreme Court, San Francisco, California. The hearing was denied October 14th, 1981.

My reference: Appendix G.

When I called the clerk in the Supreme Court, he told me, "bu've had it lady; from Bird on down voted against you", unquote. My reference: Appendix F and G.

PETITION FOR WRIT OF CERTIORARI TO
THE SUPREME COURT OF THE UNITED STATES

Mary Vaughn,

Petitioner,

vs.

Hinchy, Witte, Wood, Anderson & Hodges,

Respondents

Petitioner, Mary Vaughn, prays that a writ of certiorari issue to review the judgment of the Supreme Court of the State of California entered on October 21, 1981. This appeal is taken pursuant to the 42 U.S.C.A. 1983.

JURISDICTION:

Jurisdiction of this Court is invoked under 28 U.S.C. §1257 (3), petitioner having asserted below and asserting

here deprivation of rights secured by the Constitution of the United States.

I, Mary Vaughn, hereinafter referred to as Petitioner depose and say that I am the petitioner in the above-captioned complaint. Further, I declare that I am a citizen of the United States of America and live within the jurisdiction of the United States District Court for the Southern District of California.

The true names and capacities, whether individual, associates, corporated or otherwise, of defendants Does one through one hundred inclusive, or any of them, is not known and therefore petioner h a s sued said defendants and each of them, by such fictitious names and prays that their true names and

capacities when ascertained, may be incorporated herein via the appropriate amendment hereto.

COUNT 1.

On or about May 19, 1976, defendant, J. W. Hinchy, was originally retained by PETITIONER to file a complaint against American States Leasing Corporation/Larry Turner, Agent, for damages in the approximate sum of $16,440.00 (Sixteen thousand four hundred dollars). J.W.Hinchy failed to file said complaint within the 'STATUTE OF LIMITATIONS', thus depriving Petitioner of her right to recover on that action. Federal Jurisdiction Title 28 U.S.C., section 1343 & Federal Jurisdiction Title 28 U.S.C., section 1331 ....INVOKED, exceeding 10THOUSAND

DOLLARS...It is further in violation of the thirteenth & fourteenth amendments.

COUNT II.

On or about September 1976, defendant J.W. Hinchy et. al. intentionally and maliciously modified and altered plaintiff's lease, causing a gross reduction in the time allowed for exercising an option to purchase on the lease, thus destroying the total value of said lease. "FACTS"--$18,000.00 (Eighteen thousand dollars) was paid and the balance due for completion of the down payment was $7,000.00 (Seven thousand dollars). Defendants Hinchy/ Witte, et. al. gave plaintiff's opposition the entire $18,000.00 (Eighteen Thousand Dollars) of plaintiff's monies down-payment (after having threatened plaintiff she had better not use seven

thousand dollars ($7,000.00) of a recent Small Business Administration Loan.

Federal Jurisdiction Title 28 U.S.C., section 1343 INVOKED

Federal Jurisdiction Title 28 U.S.C., section 1331 INVOKED

Federal Jurisdiction Title 42 U.S.C., section 1983 INVOKED

VIOLATION of the Thirteenth and Fourteenth Amendments INVOKED

COUNT III.

That upon discovery by plaintiff that defendants had altered the terms of the lease/purchase, reducing a twenty (20) year option to a two (2) year option, there remained approximately five (5) months in which plaintiff could exercise said option. During this

period of time, plaintiff intended to use funds from the Small business Administration Loan as payment toward the down payment on the lease hold to enable her to exercise the option. Defendant acting as plaintiff's legal counsel, exclaimed to plaintiff that she could not use the down payment, that the funds were to be used only, for alleged creditors. Plaintiff contested and explained to Mr. Hinchy that Seven Thousand dollars ($7,000.00 was available; and that this purchase of plaintiff's properties would reduce the current monthly lease payment from approximately $12,000.00 per month, to approximately $7,500.00 per month. Defendant, Hinchy/Witte et. al. - threatened to take and return the entire Small Business Association Loan should plaintiff disobey that command

made by J. W. Hinchy.
Federal Jurisdiction Title 28 U.S.C., section 1343....INVOKED
Federal Jurisdiction Title 28 U.S.C., section 1331....INVOKED
VIOLATION OF THE THIRTEENTH AND FOURTEENTH AMENDMENTS.

COUNT IV

That during the period from approximate-October 1977 to December 1977 at which time plaintiff was a client of defendant, plaintiff alleges that the defendants were in fact representing plaintiff's o p p o s i t i o n. Thus plaintiff was damaged by the loss in an amount to be determined at a later date; approximated figure is $900,000.00 (Nine Hundred Thousand Dollars).
Federal Jurisdiction Title 28 U.S.C., section 1343....INVOKED
Federal Jurisdiction Title 28 U.S.C.,

section 1331....INVOKED

Federal Jurisdiction Title 42 U.S.C., section 1983....INVOKED

VIOLATION OF THE THIRTEENTH AND FOURTEENTH AMENDMENTS.

COUNT V.

On February 14, 1977, defendant attempted to persuade plaintiff to act in a fraudulant manner, by indicating to the plaintiff that she must mis-represent her financial status to the Small Business Administration section of the United States Government.
(St.Valentine Day)

DISCIPLINARY RULES OF CANON 5...INVOKED

The disciplinary rules of Canon 5 brings into professional regulation, and with some specificity, the ancient maxim that one cannot serve two masters.

The disciplinary rules of Canon 5 are concerned largely with the effect of dual representation upon the quality of professional service rendered the client. DR 5- 105 (A) and (B), forbidding the acceptance or retention of employment involving the representation of differing interests, "which is defined as every interest" that will adversely affect either the judgment or the loyalty of a lawyer to a client.

FEDERAL JURISDICTION TITLE 28 U.S.C., Section 1343....INVOKED

FEDERAL JURISDICTION TITLE 28 U.S.C., section 1331....INVOKED

VIOLATION OF THE THIRTEENTH AND FOURTEENTH AMENDMENTS

COUNT VI.

On or about February 28, 1977, defend-

ants filed a wrongful Chapter XI case for plaintiff after forcing her to sign the petition, composed of phantom creditors, using threats and coercion and indicating that he would make accusations to various officials if plaintiff did not sign said petition. FEDERAL JURISDICTION; 372 U.S.C. at 398-399, 83 S.Ct. at 826-827...INVOKED. Federal Courts possess the power to look beyond a state procedural forefeiture in order to entertain the contention that constitutional rights have been abridged.

COUNT VII.

That defendant, by the above-mentioned actions and or ommissions violated California Disciplinary Rule 1-102 (A) (4) via engaging in dishonesty, fraud

deceit and misrepresentation.

IOWA CODE OF PROFESSIONAL RESPONSIBILITY...FEDERAL JURISDICTION -INVOKED

That during the defendants representation of the plaintiff, and during the Chapter XI case, defendant failed to make any effort to exempt plaintiff's residence from her alleged creditors. It is plaintiff's contention that her residence should have remained exempt as property.

COUNT VIII.

That defendant during his representation of the plaintiff, used his fiduciary relationship and his legal expertise to coerce, defraud and maliciously misrepresent his client, thus damaging her financially and emotionally.

A LAWYER SHALL NOT ENGAGE IN CONDUCT INVOLVING DISHONEST, FRAUD, DECEIT OR MISREPRESENTATION, ENGAGE IN CONDUCT THAT IS PREJUDICIAL TO THE ADMINISTRATION OF JUSTICE.

Iowa Code of Professional Responsibility - Federal Jurisdiction, for lawyers. (1971) DR 1 -102 (A) (4) and (5), DR 7 - 102 (A) (6) and (7).

COUNT IX.

That defendant, by the above-mentioned actions and/or ommissions violated California Disciplinary Rule 1-102 (A) (4) via engaging in dishonesty, fraud, deceit and misrepresentation.

COUNT X.

That Plaintiff, in her original suit,

attempted to find an attorney to represent her. Plaintiff contacted a sufficient number of attorneys, all of whom would not represent her for various reasons, specifically conflicts of interests with Michael Witte and Herbert Katz who are partners and/or prior partners of the defendants; also conflicts of interests with Kevin Midlam of the Ault,Midlam,Reynolds law firm who represents the defendants as their insurance carrier.

Not one indicated that plaintiff's case lacked merit. Plaintiff was told by one of the prospective attorneys that she would never be able to get an attorney in San Diego, California, i.e. Federal Southern District for the United States District Court, San Diego, California.

COUNT XI.

That because plaintiff had previous suits filed in this court dismissed, she is now re-filing and is still seeking competent legal counsel to represent her in these matters.

COUNT XII.

That plaintiff's law suits have been dismissed, primarily because of her lack of legal expertise in preparing the complaints, rather than lack of a meritorious case.

COUNT XIII.

That because of the above stated facts and circumstances, plaintiff has been damaged and denied under the fourteenth

amendment, due process of law and a fair day in court.

COUNT IVX.

CIVIL RIGHTS VIOLATIONS

Hinchy,Witte,Wood,Anderson,Hodges et. al. and does one through one hundred, violated federal law and plaintiff's civil rights by representing the plaintiff's opposing parties.
CIVIL RIGHTS....Jurisdiction of CORD V. SMITH, SUPRA, 338 F. 2d at 524-525.

In jurisdiction to the Federal Court, plaintiff is establishing that there is the rule (see Judge Cardozo in Meinhard v. Salmon, 1928, 249 N.Y. 464, 164 N.E. 545,546, 62 A L.R.1, in which he was defining the duties of a trustee, are

equally applicable to an attorney-at-law in relation to his conduct in the Federal Courts.)

THE RULE that an attorney who has represented one party in a transaction may not thereafter represent the other party in an action against his former client, arising out of or closely relating to the transaction, does not depend for its operation upon a subsidiary decision as to whether the attorney would or might be using OR misusing confidential information derived from his client (former client). In the words of Judge Cardozo (quote): "Many forms of conduct permissible in a workaday world for those acting at arm's length, are forbidden to those bound by fiduciary ties. A TRUSTEE IS held to something stricter than the

morals of the market place. Not honesty alone, but the punctilio of an honor the most sensitive, is then the standard of behavior."

COUNT VX.

PENNOYER V. NEFF, SUPREME COURT OF THE UNITED STATES, 1877. 95 U.S. 714.

(1) PLAINTIFF PRAYS FOR THIS ACTION TO RECOVER THE POSSESSION OF PLAINTIFF'S PROPERTIES, IDENTIFIED AS:

a. (PRO 1/4 SEC 149 - subdivision name: CHULA VISTA - MAP NO. 0505, DOCUMENT NO. 138790, DOCUMENT RECORDED IN COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

b. TAX PARCEL NUMBERS: 567-051-01.02.03.04.05.06.07.08.09.10.11.12 CITY OF CHULA VISTA, CALIFORNIA. VALUE-NINE HUNDRED THOUSAND DOLLARS ($900,000.00) APPRECIATED VALUE, NOW THREE MILLION

DOLLARS ($3,000,000.00).

(2) PLAINTIFF PRAYS FOR THIS ACTION TO RECOVER THE POSSESSION OF PLAINTIFF'S RESIDENCE PROPERTIES, IDENTIFIED AS CONDO UNIT #3 -3755 Ocean Front Walk, San Diego, California, County of San Diego, State of California. TITLE OF CONDO UNIT "TOP OF THE BEACH". Value- EIGHTY-SEVEN THOUSAND DOLLARS .... ($87,000.00). Valued now at more than two hundred fifty thousand dollars ($250,000.00). Plaintiff asserts title to the above mentioned premises by a patent of the UNITED STATES issued in 1866, under the act of Congress of September 27, 850.

COUNT VXI.

That plaintiff alleges that she has been damaged by the actions and or ommissions of defendant in the loss of her nursing

home, her residence and in case amounts in the sum of three million two hundred sixty thousand dollars ($3,000,267,000.00)

WHEREFORE, plaintiff prays for a judgment against defendants as follows:

(1) That jurisdiction be retained by this court.

(2) That the only justification for allowing a party (plaintiff) to recover when the cause of action arose in and during a fiduciary relationship between attorney/client; attorney/client relationship was violated as herein stated ABOVE.

(3) VOIDABLE - This case is not submitted via Parol Evidence; the fraud, illegality, lack of failure of consideration; duress, incapacity of the plaintiff to have protection of her civil

rights, etc.

(4) It is contra BONOS MORES for a lawyer to participate in the benefits obtained by him for his client. An agreement to this effect is therefore VOID.

(5) An attorney must retain his freedom as against his client, because he is primarily an officer of the courts.

FEDERAL JURISDICTION - INVOKED

The jurisdiction of this Court is invoked pursuant to Title 42 U.S.C., section 1983, creating a federal cause of action for violation of consttitutional or federal statutory rights by a person acting under color of state law.

(6) The lawyer does not enjoy the freedom of a private individual whose economic activities are limited only by

general laws. The status of the lawyer is ordered by statute.....The lawyer who jeopardized his freedom and his position with his client, violates the canons of professional ethics.

Mary Langhe

2/25/82

DATED

Corrected

STATEMENT OF THE CASE

1. Defendants (Hinchy, Witte, Wood, Anderson, Hodges and Bostwick, et. al.) failed to file a law suit against swindlers who swindled Plaintiff of $16,440.00 United States Government Small Business Association money; allowed Statute of Limitations to lapse, used conspiracy/threat influence to prevent Plaintiff from getting a different attorney. Violation of ABA Code of Professional Responsibility. EC 701.

2. Defendants (Hinchy, Witte, Wood, Anderson, Hodges and Bostwick) took property from Plaintiff without compensation. Plaintiff had no remedy. Violation of ABA Code of Professional Responsibility, EC 5-1 Partner Kendal

Wood/Attorney Real Estate.

3. Defendants (Hinchy, Witte, Wood, Anderson, Hodges and Bostwick, et. al.) bribed and threatened attorneys sought out by Plaintiff to handle her case. Plaintiff had no remedy. Congressional Glove Appendix (81 & 153). Violation of ABA Code of Professional Responsibility. Dr. 1-192 (A) 3 & 4.

4. Defendants (Hinchy, Witte, Wood, Anderson, Hodges and Bostwick, et. al.) legally counseled opposing parties (opposition) against Plaintiff. Plaintiff had no remedy. ABA Code of Professional Responsibility. DR 5-106 A DR 5-107 A & B violated. DR 7-104 - A 1 &2.

5. Defendants (Hinchy, Witte, Wood, Anderson, Hodges and Bostwick, et. al.)

pressured (via threat of slander in the media in re: Reporter "Tom Park") if Plaintiff should refuse to sign fraudulant/phony papers in a Federal Court. DR 4-101 (C) 1,2, & 3. DR 6 - 102 (A) EC 7-1 EC 7-5. DR 7-102 - 7 & * (DR 5 1-6) DR 7-105-A.

7. Defendants (Hinchy, Witte, Wood, Anderson, Hodges and Bostwic, et. al.) plotted to conspire with Plaintiff to defraud the United States Government of $100,000.00 (One Hundred Thousand Dollars) Small Business Loan. Violation of Code of Professional Responsibility EC 8-5.

8. Small Business Administration Loan: Coercing Plaintiff to defraud the Government of monies (See Exhibit A) Ec 7-1. Ethical Consideration:

The duty of a lawyer, both to his client and to the legal system is to represent his client zealously within the bounds of the law.

9. Other cases outlined in Exhibit A.

NEGLIGENT PERFORMANCE

LEGAL MALPRACTICE

Hinchy/Witte/Wood/Anderson/Hodges & Bostwick, et. al., failed to use prudence as law yers for client, Mary Vaughn. Plaintiff, Mary Vaughn, first went to the Hinchy/Witte/Wood/Anderson/ Hodges & Bostwick, et. al.) law firm to seek legal help in recovery of swindled money of $16,440.00 (Sixteen Thousand Four Hundred and Forty Dollars) by American States Leasing Corporation/ Larry Turner (a business which is

still in operation January 1982. The Hinchy/Witte/Wood/Anderson/Hodges & Bostwick et al) law firm charged Plaintiff $14,300.00 (Fourteen Thousand Three Hundred Dollars) within a period of 8 months and did not produce a settlement for client Mary Vaughn nor did Hinchy/Witte/Wood/Anderson/Hodges & Bostwick, et al. law firm file a lawsuit to recover Plaintiff's $16,440.00 (Sixteen Thousand Four Hundred and Forty Dollars) from American States Leasing and Larry Turner.

It was later in Court, Plaintiff attempted to collect swindled money from American States Leasing/Larry Turner, when the "DISCOVERY OF STATUTE OF LIMITATIONS" on this case had expired.

LIABILITY FOR NEGLIGENCE

Liability of an attorney for unauthorized acts is treated supra §250. Liability of an attorney for negligence of associates, partners, and clerks is considered supra §252, 253.

Liability of attorney to adverse party and to third persons is considered supra §140-143.

Corpus Juris Secundum 7-A Conduct of Litigation § 258.

When the discovery of "Statute of Limitations" on this case had expired.

NEGLIGENT PERFORMANCE

LEGAL MALPRACTICE

Plaintiff first went to Hinchy/Witte/Wood/Anderson/Hodges & Bostwick, et al.,

to recover swindled money in the amount of $16,440.00 (Sixteen Thousand Four Hundred and Forty Dollars). In the meantime, approximately two months following that hiring of Hinchy/Witte/ Wood/Anderson/Hodges & Bostwick, et. al. law firm services, a conspiratorial action was thrust upon me and my new nursing home to cause me harm; at the time Plaintiff, Mary Vaughn, was under a heavy burden, protecting the health and welfare of some 70 to 80 patients from emotional harm and at the same time dealing with this tremendous form of harrassment; a former employee of the Honorable State of California Health Department (who is cleared in my mind of any connection whatsoever with that past employee). That Person (s) Joe Erler et. al. solicited phony reports from employees and neighbors after having

told them, and I quote "Why do you want to work here? We are closing her down." Erler turned this over to the unsuspecting District Attorney Office.

LIABILITY FOR NEGLIGENCE AND MALPRACTICE

Hinchy/Witte/Wood/Anderson/Hodges & Bostwick et. al. were as mentioned before the lawyers of record for Plaintiff, Mary Vaughn. Said Hinchy, "I know you haven't done anything wrong" but you are involved with the District Attorney and they have the authority over you." I said I need your help to get this stopped. He refused and soon thereafter told me he was withdrawing from that case and giving it to me to act as my own attorney. Document enclosed. At the time I had no idea about the law of ABA Code of

Professional Responsibility. Violation: DR 2-110 A- 1,2, & 3.

I knew absolutely nothing about the law; however, three years later, I won the case in an arbitration hearing.

FIDUCIARY MALPRACTICE

A client must feel free to discuss whatever she wishes with her lawyer. J.W. Hinchy, et. al., used client's confidential information to assist client's opposition to confiscate properties/ real estate/nursing home and seven Board and Care facilities. Further, in regard to the new lessee's placed in my nursing home (after my removal); they were hasseling me over returning my personal property and were refusing to give me personal items and furniture which were still in the facility.

Said Plaintiff, Mary Vaughn, to (Mrs.) Jordan: "Give me the name of your attorney and I will explain to him the circumstances so that he can allow me to get my personal belongings." Said Jordan: "What do you mean, my attorney? Mr. Hodges is handling our legal matters." Said Plaintiff, Mary Vaughn: "How can Mr. Hodges handle your legal matters? He is my attorney; that doesn't sound proper." [Said Jordan: "Well, he's taking care of us and we don't have any other attorney" unquote. EC 5-3 ABA Code of Professional Responsibility. DR - 5 - 106 (A). DR -7 - 104. DR 5-107 (A) 1 & 2 (B) (C). Code of Professional Responsibility. DR 6-102 Limiting Liability to Client (A) A lawyer shall not attempt. Disciplinary Rules. Page 621. DR 4-101 (C) (B) (1). ....(2)....(3)....

COMMINGLING HIS CLIENT'S FUNDS

WITH HIS OWN

HINCHY, WITTE, WOOD, ANDERSON, HODGES, ET. AL. LAW FIRM DEPOSITED PLAINTIFF'S MONEY INTO THEIR BUSINESS ACCOUNT. PLAINTIFF, MARY VAUGHN (TRUSTEE) HAD TO SECURE A COURT TO RECOVER THE MONEY; THIS WAS FOUR MONTHS LATER. 18 CAL. RPTR. 518, 522 (1962).

DEFENDANT REFUSED TO PAY THE INTEREST TO TRUSTEE.

Hinchy violated the law when he commingled his client's Trustee's funds with his own. In re. Gerrick, 36 App.Div. 2d 508, 321 NYS 2d 662 (St. Dept. 1971) in re Hannon, 214 Or. 51, 324 P.2d 753 (1958). Rule 9 of the Rules of Professional Conduct of the State Bar of California (Business and Professional Code. 6076) purportedly covers the subject: "A member of the State Bar shall not

commingle the money or other property of a client with his own; and he shall promptly report to the client the receipt by him of all money and other property belonging to such client.... Unless the client otherwise directs in writing..." It is a fact that Mary Vaughn never directed Hinchy in writing or otherwise to commingle her personal funds with her attorney of record. "The rule against commingling was adjusted to provide against the probability in some cases, the possibility in many cases, and the danger in all cases that such commingling will result in the loss of client's money." Black v. State Bar, 57 Cal. 2d 219, 225 - 26, 368 P.2d 118, 122, 18 Cal.Rptr. 518, 522 (1962).

TORT

Failure to use requisite skill-tort liability. "An attorney's failure to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity commonly possess and exercise in the performance of the tasks which they undertake gives rise to an action in tort if the failure proximately causes damage." Neel v. Magana, Olney, Levy, Cathcart & Gelfand, 6 C. 3d. 176; 98 Cal. Rptr. 837, 491 P. 2d 421.

(ARGUMENT:)

1. The Court Should Grant Certiorari to Petitioner. Equal Protection for Petitioner has been Violated. The Last Clause of the First Section of The Fourteenth Amendment Empowers Congress to Step in and Provide for Doing Justice to Those Persons

Who Have Been
Denied Equal Protection.

II. The Court Should Grant Certiorari. Respondents Used Conspiracy/Threat/ Influence to Prevent Petitioner From Obtaining a New Attorney . . .

III. The Court Should Grant Certiorari to Petitioner. There is an Obvious Cover-Up (Knowing, Calculated, and Intentional) of Respondents' Legal Malpractice and Violations of Petitioner's Civil Rights . . .

REASONS FOR GRANTING THE WRIT:

The court should grant certiorari to consider whether the constitutional and federal questions presented herein establish the petitioner's right to equal protection under the Fourteenth Amendment. The respondents have violated the Petitioner's right to due process, and this matter merits further review via a discretionary writ which would finally allow the Supreme Court

authority to control, to some extent, its own docket and to review a case that clearly presents substantial constitutional questions. The issues support the fact that it is "absolutely necessary" for the protection of the Petitioner's constitutional rights. The danger of irreparable loss is both "great and immediate" to Petitioner.

CONCLUSION:

Petitioner Mary Vaughn prays that the petition for a writ of certiorari be granted.

DATE February 25, 1982

Corrected

Respectfully submitted,

Mary Vaughn

Mary Vaughn

APPENDIX A

Mary Vaughn, Plaintiff vs. Hinchy, Witte, Wood, Anderson, Hodges, et. al, Defendants.	Complaint for Malpractice And Ficticious Billings. CIVIL CASE: #456011. DATE: July 23, 1980.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

Hinchy, Witte, Wood, Anderson, Hodges, et. al. law firm trampled upon the most precious constitutional right of his client, a right he was hired to safe-guard. He willfully violated his duty as an attorney. He violated a great trust and must be held accountable.

It is the Hinchys & Wittes, et. al. among us who are threatening to destroy the integrity of our legal system, which must be kept at its highest level.

SERVICES TO COMPETITION

That J. W. Hinchy GAVE HIS LEGAL SERVICES TO MY OPPOSING PARTY:

(1) My attorneys of record, Hinchy Witte, Wood, Anderson, Hodges, et. al. law firm, and the Seller/Lessor Joseph Burkhart et. al. conspired and collaborated to recoup my property; specifically my 88 bed Intermediate Care Center, through this illegal manner.

(2) The attorneys of record, Hinchy, Witte, Wood, Anderson, Hodges, et. al., re-wrote my lease and without my knowledge or consent--reduced my 20 year option to purchase down to a 2 (two) year option to purchase without my

consent or knowledge.

(3) Upon discovery that I no longer had a twenty (20) year option to purchase, I began to seek out ways to purchase that property immediately. My option to pay $25,000 (Twenty five Thousand Dollars) cash, and a $100,000 (One hundred thousand dollars) note back to the Seller/Lessor, Joseph Burkhart et. al, and that I would assume the current mortgage plus an inflation amount with a total not to exceed $900,000 (Nine hundred thousand dollars) including all properties fronting four streets, with my nursing home which was now licensed and approved for 88 patients for Intermediate Care Services. Plaintiff received this license many public hearings. The Seller/Lessor had been denied a license to operate, contracting that facility to plaintiff via a blantant cover-up of that denial herein stated.

February 25, 1986 Mary Vaughn

DATED:

Correct

APPENDIX B

Mary Vaughn, Plaintiff vs. Hinchy, Witte, Wood, Anderson, Hodges, et.al, Defendants	ORDER: Dismissing Plaintiff's Malpractice Case against Defendants. DATE: 11/24/80 JUDGE: Franklin Orfield

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

FOLLOWING THE ABOVE A DIFFERENT ORDER WAS ISSUED.

On January 13, 1981, Order Granting DEFENDANT'S MOTION to require PLAINTIFF to post security: Order taking PLAINTIFF'S motion to vacate the Judgment off claendar. Accussed PLAINTIFF vexatious, etc. Carlos Cazares, Judge.

APPENDIX C

Mary Vaughn, Plaintiff vs. Hinchy, Witte, Wood, Anderson, Hodges, et. al. Defendants	COURT OF APPEAL 4th. APPELLATE DISTRICT, DIVISION 1 CIVIL NO. 25382 MALPRACTICE COMPLAINT DATE: January 8, 1981

STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT, DIVISION ONE

Defendants Hinchy, Witte, Wood, Anderson, Hodges, et. al law firm submitted to the court repeated slanderous attack against Plaintiff, a cover-up for their crimes

against and upon the Plaintiff. The Defendants, having an unfair advantage over the victimized Plaintiff, via their professional expertise, again attempting to elude the real issues.

Plaintiff swears to the High Court that there positively is no feud; Plaintiff seeks recovery of swindled property and damages. The Defendants wish is to slander the plaintiff, using terminology such as a "vexatious Litigant".

There are properties swindled from the plaintiff, via this law firm's malpractice! The plaintiff states her right and obligation to protect her interests, and to take whatever legal action may be necessary to expose the swindlous act of this law firm; and to seek fair and suitable relief and reimbursement.

Obviously, the defendants do not like being identified for what they <u>really are</u>, and if this means the plaintiff must be the revenged object of these lawyers and their conspirators as a "vexatious litigant"; plaintiff must put up with their vicious attacks in order that she may continue to pursue the <u>real</u> issues at stake!

The Plaintiff had a fuduciary relationship with the Defendants never suspecting that an organized crime element was in the works.

FEB 2 5 1982

Corrected

APPENDIX D

Mary Vaughn,

Plaintiff & Appellant

vs.

Hinchy, Witte, Wood, Anderson, Hodges, et. al

Respondents Defendants

ORDER
4 CIVIL NO.
24382
Superior Court No
456011

ORDER: 8/20/81

COURT OF APPEAL --STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT, DIVISION ONE

BY THE COURT:

The motion for relief from default does not relate to an appeal from any appealable order or judgment; nor is there any appeal within rule time taken from any appealable order or judgment. The pleadings on file do not reveal any cognizable invasion of plaintiff's rights. The motion, therefore, denied and the appeal is dismissed.

APPENDIX E

Mary Vaughn, Plaintiff vs. Hinchy, Witte, Wood, Anderson, Hodges, et. al, law firm, Defendants	Civil No.: 24382 Petition for Hearing in Supreme Court State of California After Decision of Court of Appeal Fourth Appellate District, Division One. 9/20/81

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

TO: THE HONORABLE CHIEF JUSTICE OF CALIFORNIA AND THE HONORABLE ASSOCIATE JUSTICES OF THE SUPREME COURT OF CALIFORNIA:

Mary Vaughn, (Petitioner) respectfully petitions a hearing by the Supreme Court to consider that certain decision of the Court of Appeal of the State of California, Fourth Appellate District, Division One, filed in the above entitled action on September 2,1980, and an amendment filed on August 19, 1981, copies of which are attached hereto.

The decision of Judge Weiner in the Court of Appeal,Div. 1, San Diego, California, denied Mary Vaughn's APPEAL, Civil Law-Suit against the Defendant Hinchy, Witte, Wood, Anderson and Hodges Law Firm, et al. Said Superior Court: Judge Weiner stated my August 19, 1981, amendment did not reveal any cognizable invasion of Plaintiff's rights. Plaintiff refutes this charge.

A hearing by the Supreme Court is necessary in this case to secure the settlement of important questions of law within the meaning of Rule 29 (a) of the California Rules of Court.

The plaintiff is entitled to not only petition for a hearing in the Supreme Court after decision by Court of Appeal, but has the right to have such petition granted when good reason is provided.

The right to be heard would be, in many cases, of little avail if it did not comprehend the right to be heard by counsel. Even the intelligent and educated layman has small and sometimes no skill in the science of law."

Finally, there is direct reference

regarding the access to tribunals on an equal basis: "All litigants and lawyers should have access to tribunals on an equal basis.

Generally, in adversary proceedings a lawyer should not communicate with a judge relative to a matter pending before, or which is to be brought before, a tribunal over which he presides in circumstances which might have the effect or give the appearance of granting undue advantage to any party. Code of Professional Responsibility, EC 7 -35/ ABA Canons 3 and 32.

STATEMENT OF REASONS WHY A HEARING IN THE SUPREME COURT SHOULD BE GRANTED

The central issue presented by this Petition (1) is the duty of a lawyer,

both to his client and the legal system, to represen his client zealously within the bounds of the law, which includes Disciplinary Rules and enforceable profes sional Responsibility/Ethical Considerations EC 7-1, and also Canon 1, EC 1-1: An attorneyto represent the plaintiff has been blackballed.

"A basic tenet of the professional responsibility of lawyers is that every person in our society should have ready access to the independent professional services of a lawyer of integrity and competence." The record will show the attorneys, (Defendants) lacked both.

"Maintaining the integrity and improving the competence of the bar to meet the highest standards is the ethical responsibility of every lawyer;" and also

California Business and Professional Code SS 6076 (West 1962). Plaintiff has been denied her right to litigate her Cause of Action against Defendants for her injuries as a result of their tortious acts.

Civil rights, denied to the Plaintiff, have been deprived. Mary Vaugh, plaintiff, is legally entitled to her citizenship rights, in the United States of America; trial by jury, freedom of contract, the right to property, and other basic rights safeguarded by the 13th and 145h Amendments to the Constitution and various pursuant acts of Congress.

February 25, 1982 Mary Vaughn

Corrected

APPENDIX F

STATE OF CALIFORNIA
COURT OF APPEAL
FOURTH APPELLATE DISTRICT
DIVISION ONE

CLERK'S OFFICE ROOM 6010

SAN DIEGO, CA 92101
PH: (714) 237-7271

NO. 4 Civil 24382

MARY VAUGHN

V.

HINCHY, WITTE, WOOD, ANDERSON AND HODGES

OCT 20 1981

REMITTITUR ISSUED THIS DATE

ROBERT L. FORD, CLERK

APPENDIX G

ORDER DENYING HEARING

AFTER JUDGMENT BY THE COURT OF APPEAL

4th District, Division 1, Civil No. 24382

SUPREME COURT
FILED
OCT 14 1931
LAURENCE P. GILL, Clerk
Deputy

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA
IN BANK

VAUGHN

v.

HINCHY, WITTE, WOOD, ANDERSON and HODGES

Appellant's petition for hearing DENIED.

Chief Justice

LETTER FROM JIM BATES, SUPERVISOR

DATED: August 20, 1981

Ms. Mary Vaughn
Balboa Mannor, Inc.
1119 28th Street
San Diego, CA 92102

Dear Ms. Vaughn:

Thank you for your recent letter in which you advised me of the corruption you have been faced with.

It is regrettable that this situation has developed, however, I do appreciate your bringing it to my attention. I have asked the District Attorney to investigate the matter. When the results of the investigation are made available to me I will contact you.

Please consider this letter as an interim confirmation until you hear from me again.

Sincerely,

*NOTE: Re-Typed

JIM BATES
Board of Supervisors
County of San Diego

JB:sr

EXHIBIT 1

APPENDIX C

From: Mary Vaughn

In Re: Malpractice Case against Hinchy, Witte, et al. Law Firm. (Ault, Midlam, et al. Acting Attys)

I, Mary Vaughn, first went to J.W. Hinchy/Hinchy, Witte, Wood, Anderson, Hodges et al. Law Firm to seek legal help in recovering SWINDLED MONEY in the amount of $16,440.00.

Larry Turner, Agent for American States Leasing Corporation, carried out the slickest SWINDLE from me, Mary Vaughn, who was required to pay Larry Turner $16,440.00 up front payments toward a five (5) year lease for furniture, draperies, carpets and medical equipment for Plaintiff's new, re-constructed Nursing Home located at 533 "F" Street, Chula Vista, Calif.

Larry Turner took Gov't. S.B.A. money and never delivered the leased merchandise.

EXHIBIT

Following my giving this case to J. W. Hinchy, I was required to pay J. W. Hinchy a total sum of $14,340.00.

I trusted J. W. Hinchy to recover the $16,440.00 in payments of cash or via a lawsuit against the SWINDLER, LARRY TURNER/AMERICAN STATES LEASING CORPORATION.

After many requests for information regarding my $16,440.00, my money, I asked for documentation regarding the case I had hired him to handle. SAID HINCHY: "MS. VAUGHN, YOU WILL FORGET THAT MONEY: YOU WILL NEVER GET IT BACK, AND FURTHER, I DO NOT WANT TO HEAR ANYMORE ABOUT IT." Unquote.

I DO NOT WANT TO HEAR ANYMORE ABOUT IT." Unquote.

When I recently filed a lawsuit against Larry Turner/ American States Leasing Corporation, I was informed that the statute of limitations had expired.

J.W. Hinchy/Hinchy, Witte, Wood, Anderson, Hodges et al. took the client's fees and performed no services; and further, maliciously allowed the statute of limitations to expire, damaging Plaintiff's interests in recovery of damages and the swindled $16,440.00.

It has recently been discovered that the SWINDLER, Larry Turner, used Mary Vaughn's $16,440.00 to move into new offices on Morena Blvd.; the SWINDLER has recently moved to 2424 4th Avenue, very near to the DEFENDANTS herein named,

Hinchy, Witte, Wood, Anderson, Hodges, et al. Law Firm. And further, approximately May, 1981, the SWINDLER, Larry Turner, was made a director of the Chamber of Commerce, the mainstream of small business.

A SWINDLER should not be allowed to represent anyone in the business world through our Chamber of Commerce.

Soon after I, the client, went to J.W. Hinchy et al. Law Firm, J. W. Hinchy attempted to sidetrack his client in re: one Joe Erler (who no longer works for the Honorable Health Department of San Diego). Plaintiff was being harassed by Joe Erler who had threatened to close my new Nursing Home down. My employee, who was an eyewitness, revealed to me that J. W. Hinchy told her to keep her mouth closed and let him do the talking. My witness had proof against Joe Erler in regard to

his unusual and cruel harassment against me and my patients.

I asked Mr. Hinchy why he was allowing Joe Erler to interrupt my business; removing my patients from my nursing home on stretchers. The patients were screaming, "I don't want to go, please don't let them take me." Joe Erler told me to get out of his way. He wouldn't allow me to help my patients.

SAID HINCHY: "What do you want me to do, what can I do for you?" I replied: "I need help. I have been paying you lots of money, if you can't help me, why haven't you told me. I need someone who can help me."

I had a totally trusting relationship with Atty. J. W. Hinchy, never once realizing harmful acts were being committed

against me, his client.

I, Mary Vaughn, was harassed and threatened by Joe Erler that he was going to close down my nursing home. On one occasion he forced me into my office, closed both doors and demanded I tell him who my partners were; and if I didn't reveal that to him, he would report me to the State of California. I told Joe Erler that my only partner was the Small Business Administration; however, he refused to believe me.

My patients were being removed, I was paying J. W. Hinchy more than $1,000.00 per month; I was unable to get the Medi-Cal stickers for billing purposes.

At this point I hired Verne Thompson for a liaison between all of the people who were attacking me. He claimed he had

a direct line to Mr. Duboise who was in the Governor's office. I paid Verne Thompson $6,000.00 and nothing was done. I still had to pay J. W. Hinchy $1,000.00 per month, my patients were still being confiscated and I was still unable to get the social worker who was assisting Joe Erler to give me the Medi-Cal cards for billing. Karen Persons and Joe Erler had moved my patients to unknown addresses and they refused to reveal to me their addresses so that I could get the Medi-Cal cards from the patients.

I had now paid Joseph Burkhart/ Developers et al. $18,000.00 of $25,000.00 cash down payment required to convert the lease...over to a sale; so that I was getting to the place where I could get out from under that heavy payout to the developers of $1 000.00 per month.

I asked J. W. Hinchy to help me set up an arrangement to pay Joseph Burkhart/ Developers et al. the $7,000.00 rather than pay the entire lease payment for the month. I had to move on my option to purchase because of the few months left on the new option agreement.

Early on, previously, J. W. Hinchy suggested that he rewrite and clean-up my original lease with Joseph Burkhart/ Developers et al. I, Mary Vaughn, had negotiated my own lease with Burkhart et al. which listed 20 year lease and 20 year option to purchase with a renewal clause after 20 years.

J. W. Hinchy rewrote my lease to damage his client, Mary Vaughn; he reduced my 20 year option to purchase...down to a (2) year option to purchase. I had a trusting relationship with J. W. Hinchy

and had no idea that he had crossed me.

Now, I must move fast in order to benefit on the option to purchase.

J. W. Hinchy informed me that Joseph Burkhart/ Developers et al. would not go for it. I could not use $7,000.00 of the lease payment to finish paying my down payment.

This purchase would have reduced my monthly pay-out from $12,000.00 down to approximately $7,500.00 per month. It seemed to me to be simple mathematics. I could not understand the stand-off by J. W. Hinchy.

Very soon thereafter, J. W. Hinchy telephoned me that he had made an appointment with the SCORE TEAM FROM THE SMALL BUSINESS ADM. to meet with him at my

nursing home at 553 'F' Street, Chula Vista, California on February 14, 1977. I welcomed the meeting. I was aware of the Score Team's services to offer help to new businesses.

J. W. Hinchy arrived early. Said Hinchy: "We've got to paint a very black picture to these people; you are not going to pay back that $100,000.00 loan."

I exclaimed: I refuse to paint a black picture; this is a good business. When we are paid properly, there are never any problems.

That incident followed the previous meeting with J. W. Hinchy asking him to help me arrange the $7,000.00 balance to pay the down-payment which would have included the small business administration loan and any other obligations.

Soon after I refused to paint the black picture to Small Business Administration regarding the $100,000.00 loan, J. W. Hinchy proceeded to file an application to have me borrow an additional $50,000.00 from the Small Business Association of which he was to receive $3,400.00.

The Loan was made to me; I had $7,000.00 which was available to finish paying my down-payments. I told Mr. Hinchy that I intended to use $7,000.00 to complete that down-payment.

Said Hinchy: "If you use one penny of that loan for a down-payment, I will have the Small Business Administration take back the entire loan." He informed me that it was his influence which got me the loan.

When I went to the Small Business

Administration for conference prior to the loan, he did insist on going with me to be sure nothing went wrong, he said.

I became tired of the pushing, so I called the Small Business Administration to inquire if I had to bring Mr. Hinchy with me for the conference. I was told that they preferred that he didn't come at all, he wasn't needed.

One month following the $50,000.00 Small Business Loan, I received a telephone call from J. W. Hinchy to come to his office. He was filing a Chapter XI case against Balboa Manor Nursing Home. I informed Mr. Hinchy that I would never do such a thing, that I had just borrowed $50,000.00 from the Small Business Administration and further, I had just a couple of weeks past attempted to use $7,000.00 of that loan to purchase my nursing home

and the surrounding properties.

All of J. W. Hinchy's maneuvers were taking place very quickly. As already stated in this document, J. W. Hinchy suggested that he clean-up and re-write my lease with Joseph Burkhart/Developers et al.

J. W. Hinchy put into the new lease that if the Lessee goes bankrupt that the facility shall go back to the Lessor.

(1) The $7,000.00 from the lease payment was rejected by Hinchy.

(2) The $7,000.00 from the Small Business Association Loan was rejected by Hinchy.

(3) The Black Picture incident to destroy my credit with the Small Business Administration.

(4) The $50,000.00 Small Business Association Loan of which he received $3,400.00.

(5) The reduction of my 20 year option to a (2) year option to purchase.

(6) The statement that if Plaintiff goes Bankrupt, the Burkharts et al. will get the facility back.

When I purchased that facility from the Burkharts/Developers et al., Joseph Burkhart would show up in his pink outfit and told me he was in his Angel clothes. I lease/ purchased my properties with the total belief that it would become a nursing home. I had no doubt about getting it approved, because it had been for many years an acute hospital. Discussing it openly with Burkhart/Developers et al.

My lease/purchase agreement was completed and I had now prepared my application to Comprehensive Health Planning Association and submitted it to Thomas Edwards for approval.

Very soon thereafter, Mr. Edwards telephoned me and informed me that Joseph Burkhart had already been turned down to re-construct that acute hospital into a nursing home, and had been refused a license.

The Sellor/Lessor already had been turned down and they fraudulently withheld vital information from the buyer/lessee, Mary Vaughn. Said Mr. Edwards: "Didn't they tell you they were turned down?" I replied no.

I now had the property and decided not to file a complaint at this time. I

called for Public Hearings. There were many with one in Sacramento, California, seeking permission to re-construct the acute hospital into a nursing home.

I finally received my license, due to my qualifications and expertise in the business.

J. W. Hinchy had suggested that he clean-up and re-write my lease agreement with the Burkharts/Developers et al. I trusted Hinchy to act in favor of the client, Mary Vaughn.

In re-writing my lease, Hinchy inserted into the new lease/purchase agreement.... That if the facility goes back to the Burkharts/ et al., Plaintiff's license shall go with the facility.

I was now able to comprehend what

Hinchy, Witte, Wood, Anderson, Hodges et al. had done to me; they had collaborated with my opposition against their client.

I, Mary Vaughn, have suffered inhumane injury from the effects of Malpracticing Lawyers, Hinchy, Witte, Wood, Anderson and Hodges.

I refused to cooperate with J. W. Hinchy IN RE: THE CH XI CASE and told him he was cheating me, the Government and everyone. Said Hinchy: "Believe me, Ms. Vaughn, this Chapter XI will make your credit better" and intimated that he, himself, had tried it and his credit was better than ever. I continued to refuse and fought to get out of that office.

SAID HINCHY: "If you don't sign these papers, I'm turning you in to the District Attorney's office, the Department

of Health, the State Attorney General and further I will call Tom from the newspaper and tell them that you are refusing to cooperate with your attorney."

Said Hinchy: "Now you don't want to get back in the newspapers, do you Ms. Vaughn?"

I, Mary Vaughn, was frightened. It had only been a short time ago that Joe Erler and Karen Persons had done the same thing to me. I had also refused to trade my car to Joe Erler for his station wagon. (This memory just came to me.)

The papers were already prepared; when I looked at the list, there were many phony creditors. Some of them owed me refunds, etc.

I explained to Mr. Hinchy that he

was aware that I did not owe the Insurance Company and several others. SAID HINCHY: "WHAT DIFFERENCE DOES IT MATTER, MS. VAUGHN, WHAT ARE THEY GOING TO GET, WHAT DIFFERENCE DOES IT MAKE, THE BIGGER THE NUMBERS THE BETTER IT LOOKS TO THE JUDGE." unquote.

I explained to Mr. Hinchy that it's the principle, I can't make myself sign to pay phony creditors, to pay something I do not owe. I was now threatened, I didn't know what to do, I was afraid of Hinchy.

As the papers were being completed, J. W. Hinchy received a telephone call across the hall.

In answering that phone call, Mr. Hinchy was saying, "Uh huh, yes... " exuberantly, he spoke loudly, "and you want me to come down to sign the $100,000

escrow. Yes, I will be right down."

Mr. Hinchy picked up his brief case, told James Hodges: "You take care of her, Jim; I have to go down to sign the escrow."

I allege foul play in regard to that escrow.

In the following days ahead, J. W. Hinchy was scheduling me to appear in the Ch. XI Case every two weeks; I was in a vacuum. I tried to get another attorney, now knowing what had happened to me, but the Judge told me he didn't think he could approve of another attorney and told Hinchy to stay on my case.

Then came the plan of arrangement to pay the phony creditors. I refused to sign that concocted plan of arrangement. SAID HINCHY: "MS. VAUGHN, IF YOU DON'T

SIGN THIS PLAN OF ARRANGEMENT, I HOPE YOU SINK!"

I continued to pretend that I would sign their papers eventually, hoping and praying I would find someone who would help me out of this predicament. J. W. Hinchy laughed at me and laughs all of the time, but is "TOTAL FEAR" when you oppose him. He is vicious.

Once J. W. Hinchy didn't come to the Court Hearing; he sent a young man from his office instead.

Somehow, without him there, I got up courage to ask the Judge to let me speak. I asked the Judge why he was agreeing with J. W. Hinchy to make me sign fraudulent and phony creditors.

Said the Judge: "Now, Ms. Vaughn,

you don't think I am dishonest, do you?"

I said, "Your Honor, I have tried to tell you and everyone that I don't owe the creditors listed in the plan of arrangement and some of them owe me. I can't force myself to sign that fraudulent paper."

The Judge promptly dismissed the hearing for two more weeks.

In two weeks, I was back in the Court Room. The hearing was very short. In January, 1978, THE JUDGE ORDERED THE CH. XI CASE DISMISSED.

SAID THE JUDGE: "Ms. Vaughn, due to your lack of cooperation, I am dismissing this Chapter XI Case, and within 30 days I expect you will be back in this Court Room to file a Chapter XIII Bankruptcy." The

Judge then left the bench.

I, Mary Vaughn, am here today...two years and 10 months later, not in the threatened Chapter XIII.

I am seeking help from the law to assist me in this Malpractice case against the Hinchy, Witts, Wood, Anderson, Hodges Law Firm.

PEST CONTROL INCIDENTS

Following all of the above, in February, 1978, I suddenly had a visitor from the Department of Health. They wanted to see my Pest Control Service receipts for the past six months. Lloyds Pest Control has serviced my facility routinely for the past 12 years.

I looked in the maintenance book and

the last two months receipts were not there. I couldn't understand why the pest control service had not been done for these two months.

I telephoned Alice Gamma at Lloyds Pest Control, who informed me that the Hinchy, Witte, Wood, Anderson, Hodges Law Firm had called in and cancelled my pest control service. I have the letter written by Alice Gamma from Lloyds confirming this malicious act. I started my service back. The Hinchy/Witte law firm had cancelled my pest control service and turned me in to the Department of Health.

In May, the same year the service was cancelled again mysteriously. I restarted it again.

Malicious Cancellation of Pest Control Services and Endangering Public Health:

Hinchy, Witte et al. cancelled my essential State-Required Health Safeguard, Pest Control Service.

This act needlessly exposed 37 patients, the plaintiff and staff members to an outbreak of infectious hepatitis which was on the rampage at that time and other pests which automatically breed in tropical Southern California unless there is an on-going program for eradication.

SOLD MY HOME VIA THE PHONY CHAPTER XI CASE

My home near the beach was sold by Hinchy via that phony Ch. XI Case whereupon Hinchy placed the $35,392.85 profit into his account, later to his name with only his signature.

I was the appointed trustee. I informed the Judge that I was the trustee

and J. W. Hinchy had refused to turn over the funds to me; and further he had co-mingled my funds with his own funds.

Finally, after four months, I was able to get the Judge to issue an ORDER TO HAVE HINCHY TURN OVER THE FUNDS TO ME, THE TRUSTEE...the interest was missing from the months while in his funds.

Via that phony Chapter XI Case, J. W. Hinchy gave to the Burkhart/Developers et al. my nursing home and all of my investment into that nursing home; which is now valued at $3 MILLION DOLLARS.

BRIBERY

On another occasion, I attempted to get a new attorney. The new attorney asked me to call him back in a couple of hours. I telephoned Mr. Dennis Dorman who

told me: "Well, Ms. Vaughn, Mr. Witte in that office told me they were building a BIG NEW LAW OFFICE and he had offered me and my dad offices in their new building; so you see, Ms. Vaughn, I would have a conflict of interest and can't accept your case."

On a different occasion, I went to another attorney. He telephoned the Hinchy/Witte office while I sat there. He hung up very quickly telling me that Mr. Witte had just told him to lay off my case or he would be in trouble with the Judges. He is the treasurer for Congressman Van Deerlin and has the political power to hurt me. I can't afford to have any trouble with the Judges, Ms. Vaughn, I had better not take your case.

I, Mary Vaughn, have tried to reveal as many incidents as I can remember at

this time. There are more incidents involved.

Respectfully submitted,

DATED:

LETTER FROM LLOYDS PEST CONTROL
935 Sherman Street, San Diego, CA 92110
PHone (714) 298-9865

DATED: June 20, 1979

Balboa Manor
1119 28th Street
San Diego, CA 92102

Attention: Mary Vaughn

RE: Acct. #038505

This account was cancelled May 3, 1979 at the request of Ann, an employee of Hinchy, Witte, Wood, Anderson and Hodges, Attorneys-at-Law.

On June 6, 1979 this same account was uncancelled at the request of Mary Vaughn of Balboa Manor.

Sincerely,

Alice Gama
LLOYD PEST CONTROL

Enclosure

Exhibit "2"

EXHIBIT

May 19, 1977

Dear Mary Vaughn:

Listed below are the checks written to Hinchy, Witte, Wood, Anderson and Hodges.

DATED	CHECK NO.	AMOUNT
May 29, 1976	1945	1000.00
July 1, 1976	2035	1000.00
July 15, 1976	2131	600.00
Aug. 3, 1976	2211	1000.00
Sept. 1, 1976	2320	1000.00
Oct. 1, 1976	2801	1000.00
Oct. 11, 1976	2883	1222.85
Nov. 5, 1976	3051	1099.00
Dec. 7, 1976	3210	1067.50
Dec. 10, 1976	3261	23.00
Dec. 10, 1976	3262	415.00
Jan. 5, 1977	2508	1078.00
Jan. 20, 1977	2622	133.00
Feb. 2, 1977	2668	602.00
Feb. 4, 1977	2674	91.00
Mar. 22, 1977	6335	3344.50

I hope this will be of some help to you.

Sincerely,

Patricia L. Wilcox

EXHIBIT

Exhibit B

Hinchy, Witte, Wood, Anderson & Hodges
A Law Corporation
3232 Fourth Avenue
San Diego, California 92103
Area Code 714
Telephone 291-3232

Attorneys for Defendant

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, vs. BALBOA MANOR, INC., a California corporation and DOES I through 20, inclusive, Defendants.	No. 395533 SUBSTITUTION OF ATTORNEYS

Balboa Manor, Inc. a California corporation, substituted itself as its own attorney in place of Hinchy, Witte, Wood, Anderson & Hodges, A Law Corporation. All pleadings, notices, documents, etc., may be served upon the corporation by

Exhibit 5

EXHIBIT

delivering the same to Mary Vaughn, President, at 1119 28th Street, San Diego, California 92102.

DATED 6/14/79

MARY VAUGHN, President
Balboa Manor, Inc.

We agree to this substitution...

DATED: 6/14/79

HINCHY, WITTE, WOOD, ANDERSON & HODGES A Law Corporation

*Note:
Re-Typed

By: J. WILLIAM HINCHY

EXHIBIT 2 [illegible]

Re-Typed

Swindle

(a) Property: Refer to schedule "A" attached and made a part hereto.

(b) Term: 60 months commencing _____ and ending _____

(c) Total Rent: At a total rental of $197,287.20 of which $16,440.60 is payable on or before delivery of the Equipment and the remaining rental in 55 successive installments, the first installment due _____ in the amount of: $3,288.12

(d) Deposit: None

(e) Delivery Place: 1119 28th St. San Diego, CA 92102

(f) Insurance: $100,000 - $300,000 PL $50,000 - $100,000 PD "All Risk" physical damage for full value of equipment.

(g) Location: 553 "F" Street Chula Vista, CA 92010

(h) Value: $139,920.00

EXHIBIT

(i) Lienholder: American States Leasing Corporation

Dated_____

Costello, Stein & Co., Inc.

_____

Balboa Manor, Inc. (A Corporation)

1119 28th Street

San Diego, CA 92102

SAN DIEGO INTERMEDIATE CARE CENTER
B.M.I., Inc.
1119 28th St.
San Diego, CA 92102
(714) 233-0505

COURT OF APPEAL, STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT
1350 FRONT STREET, SIXTH FLOOR
SAN DIEGO, CALIFORNIA 92101

YOUR HONOR OF THE APPEALS COURT

IN RE: ILLEGAL ATTORNEYS FEES, APPEALS CASE

For some twenty years, I, Mary Vaughn have held the status of "NOTARY PUBLIC"; twelve years in the State of California. I have taken an oath to uphold the law and to report evidence of a crime(s) to the proper authorities when brought to my attention.

I, Mary Vaughn, Notary Public for the State of California, in my efforts to reveal these crimes to proper authorities, have been terribly abbused; specifically in this case, by lawyers, Hinchy, Witte, Wood, Anderson, hodges et. al.,

IN RE: THEIR ACTS OF MALPRACTICE,

EXHIBIT

MALFEASANCE, MISFEASANCE AND OTHER AS NOTED IN MY BRIEF.

Via the legal (illegal) expertise of this law firm, they have continued to "cover-up" evade the issues of this case.

THE COURT HAS ONLY MY SIMPLE LAYMAN'S PRESENTATION STATED HONESTLY AND AS CLEARLY AS THE APPELLEE IS ABLE TO SET FORTH. THE COURT IS MY ONLY VEHICLE IN WHICH TO PLEAD FOR JUSTICE, EVEN THOUGH MY PRESENTATION WAS NOT PREPARED BY ANY LEGAL AUTHORITIES EXCEPT MYSELF AS A REGISTERED NOTARY PUBLIC FOR THE STATE OF CALIFORNIA.

As my brief has outlined, I previously tried many times to get a lawyer; each time they were either bribed or threatened away by Michael Witt, a partner in the law firm of Hinchy,Witte, Wood, Anderson, Hodges et al.

Within the last thirty days, I, Mary Vaughn made other attempts to get a

lawyer; as was advised by the U.S. Attorney's office, I went to the lawyers referral service. They are allowed to give out only three names.

1. I went to Mr. Terry Harper. He was very willing to take my case; however, due to their defense lawyers being involved (Ault, Midlam, Reynolds, et. al. FOR TRAVELERS INS. CO.) Mr. Harper said he had a conflict of interest with K. Midlam of that firm.

2. I telephoned Mr. Eliot Pierce; he advised me to get the case to him immediately, yes he would take the case. I I did as he asked and followed up twice weekly for two weeks. I was finally told that Mr. Pierce had not had the time to pick up and for me to come by and get the papers if I wished. I did.

3. I went to Mr. John Learnard. He too had a conflict of interest with K. Midlam of the Ault, Midlam firm.

4. I went to a fourth attorney who was recommended to me, Mr. Stafford Prante. He said he would take the case except he had a conflict with Witte and Katz, partners of the Hinchy, Witte, Wood, Anderson, Hodges, et. al. firm herein mentioned.

One of the lawyers mentioned above told me that I would be unable to get an attorney in the City of San Diego and told me to act at once to go into another city to try and get an attorney. He reiterated several times; "You will not be able to get an attorney in the City of San Diego." He was even afraid to recommend one to me out of the city for fear it would get back to that named law firm.

Since I could not get a lawyer, I have been thrust into the courtroom, totally unprepared. I have made many errors and on the way to here, I have apologized and tried to make amends for those errors.

I have no educational background in the legal profession; only common sense of knowing right from wrong.

However, I have faith in our court and our government to be fair; that because a person is not learned in a certain profession, and therefore must present the facts "only" as she knows them to be correct, providing evidence of these facts being presented, shall not be judged wrongfully due to her lack of legal educational background.

I ask the court to please stop this cancerous condition of bribery and threats against me, Mary Vaughn, a NOTARY PUBLIC FOR THE STATE OF CALIFORNIA DOING MY DUTY TO OUR COUNTRY AND OUR GOVERNMENT.

This is now a "PEOPLE'S CASE," Your Honor; its no longer just Mary Vaughn.

Respectfully submitted,

Mary Vaughn

Mary Vaughn, Attorney in pro per

AN ANALOGY IN HISTORY

When a likeness between things in some circumstances are accorded in parallelism, an analogy is created.

I, Mary Vaughn would like to reinterate (one) segment of her case already presented; an historical analogy between her case against Hinchy, Witte, Wood, Anderson, Hodges et. al. law firm and: THE INFAMOUS "ST. VALENTINE'S MASSACRE" OF FEBRUARY 14, 1929.

This analogy is revealed in that it will serve to better illustrate my case, and establish again that I am their victim; a victim of a syndicate of criminals.

1. ON FEBRUARY 14, 1929, ST. VALENTINE'S DAY, SEVEN MEMBERS OF THE POWERFUL NORTH SIDE MEMBER GANG WERE TRAPPED IN THEIR NORTH CLARK STREET HEADQUARTERS BY FIVE GUNMAN DISGUISED AS POLICEMEN.

ON FEBRUARY 14, 1977, ST. VALENTINE'S

EXHIBIT

DAY, J. W. HINCHY TRAPPED ME, MARY VAUGHN INTO A PRE-ARRANGED MEETING WITH THE UNSUSPECTING GOVERNMENT SCORE TEAM MEMBERS, AT MY NURSING HOME AT 553 "F" STREET, CHULA VISTA, CALIFORNIA 92010, FOR THE PURPOSE OF HAVING ME "DEFAULT" ON A UNITED STATES GOVERNMENT $100,000.00 SMALL BUSINESS ADMINISTRATION LOAN; DETAILS OUTLINED IN PREVIOUS FILING.

2. ON FEBRUARY 14, 1929, ST. VALENTINE'S DAY, THE CHICAGO GANSGERS DECEIVED THEIR VICTIMS BY MAKING THEM THINK THEY WERE POLICE OFFICERS (MIS-REPRESENTATION - BY OFFICER OF THE LAW)

ON FEBRUARY 14, 1977, ST. VALENTINE'S DAY, J. W. HINCHY DECEIVED HIS VICTIM, ME, MARY VAUGHN, BY USING HIS COLOR OF AUTHORITY AS A "LAWYER" INFORMED ME THAT I WAS TO COOPERATE WITH HIM; AND SAID HINCHY: "WE'RE GOING TO PAINT A VERY BLACK PICTURE TO THESE PEOPLE SO THAT WE WILL NOT HAVE TO PAY BACK THAT $100,000 LOAN.

3. ON FEBRUARY 14, 1929, ST. VALENTINE'S DAY, THE CHICAGO GANGSTERS CARRIED OUT THEIR RUTHLESS DEED WITH PRECISION, ATTACKING HELPLESS AND UNARMED VICTIMS.

ON FEBRUARY 14, 1977, ST. VALENTINE'S DAY, J. W. HINCHY CARRIED OUT HIS RUTHLESS PLOT AGAINST MARY VAUGHN AND THE UNITED STATES GOVERNMENT, TO MEET WITH A GOVERNMENT SCORE TEAM OF ADVISORS TO SPECIFICALLY USE ME, HIS VICTIM TO CHEAT THE FEDERAL GOVERNMENT.

4. ON FEBRUARY 14, 1929, ST. VALENTINE'S DAY, THE CHICAGO GANGSTERS WERE SO CONFIDENT THAT THEY WOULD NOT BE CAUGHT, THAT THEY LEFT THE SCENE OF THE CROME "LUGGING ALONG THEIR WEAPONS, WITHOUT ANY ATTEMPT TO CONCEAL THEM."

ON FEBRUARY 14, 1977, ST. VALENTINE'S DAY, BEGAN HIS SERIES OF CRIMES AGAINST THE VICTIM, MARY VAUGHN, WITHOUT REGARD TO THE HONOR OF HIS LICENSED POSITION AS

AN OFFICER OF THE LAW.

DATED: December 18, 1981

Mary Vaughn

MARY VAUGHN

SAN DIEGO, CALIFORNIA, THURSDAY, FEB. 14, 1929

SHOT DOWN WHEN LINED AGAINST WALL

CHICAGO, Feb. 14 (I.N.S.)—Frank Gusenberg, seventh victim of a gangster machine gun battle here, died this afternoon from six bullet wounds, refusing to talk, true to gangland code.

CHICAGO, Feb. 14 (A.P.)—Seven members of the powerful North Side gang, headed by George ("Bugs") Moran were trapped in their North Clark street headqnarters today by five gunmen who lined them up with their faces to a brick wall beneath a powerful, electric light, and shot them to death.

Three Before Attack

Police received reports that Moran himself had been wounded. One man said he saw a man stagger from the building with blood streaming from his face. Two women reported to have been in the building have been arrested. Some one telephoned to the garage, police learned, to ask whether Weinshank was there a few minutes before the slayers entered.

Gives No Chance

The wholesale killing, the most sensational in the long and bloody history of Chicago gangland warfare, was carried out with precision by five executioners wearing stars, and posing as police officers, who invaded a garage where the Moran gang was in conference, herded the helpless and

(Continued on Next Page, Col. 4)

SEVEN KILLED IN CHICAGO GANG CLASH

From Page One

unarmed victims to the rear of the shuttered garage and then with sawed-off shotguns and machine guns fired many more than six to 10 bullet wounds.

Today's massacre was somewhat new in Chicago gang warfare. Heretofore the gangsters took their victims for a "ride," luring them into autos and killing them, or ambushed them in autos and fired their victims with gunfire. Never before, however, has one gang invaded the headquarters of another, rounded up the victims and calmly shot them to death. The slayers escaped today in approved gangster fashion, leaving many in waiting death cars.

"It No Harry to Me"

All the victims were well dressed in the opinion of the police found 6000 and most of them were expensive clothes and jewelry.

Five men apparently constituted the slayers. The five were seen to leave the garage after the shooting, lugging along their weapons, without any attempt to conceal them. One man said he saw the men coming from the building, that they were carrying their weapons in their hands and "proceeding without any hurry." He believed them to be police officers. He said the five climbed into a car as if they were through with a police car, and a "taxi" just as the five and drove away.

The neighborhood was policeman on the scene upon entry. Police found the building virtually shattered by the machine gun fire.

The first policeman to reach the scene said there on the ground report that "somebody had been hurt in a garage." In the rear room were the bodies of the victims. While a raging police dog with bared fangs stood guard over them, although chained to a wall.

The building is one story high, about 150 feet deep and just outside the city limits, suburb of Alderman Titus Kafka, sentenced to two years imprisonment yesterday for violation of the liquor laws. At the rear the building tapers until it is only about 40 feet wide. There is a narrow runway for autos and to the side a small square formed by an abutment in the wall. It was in this place, against a white wall and beneath a hospital overhead light that the men were lined up and shot down.

Victims Known Gangsters

Police are seeking a man known as Marcinkle, said to have been the owner of the garage. Neighbors reported that he was present during the slayings and apparently had escaped unhurt.

The list of dead, as given out by the police, follows:

Peter Gusenberg, gang leader.

Frank Gusenberg, his brother.

Al Weinshank, said head porter.

John May, a mechanic.

James Clark, brother-in-law of Moran.

SEVEN EXECUTED

Best Copy Available

EXHIBIT

L.A. Attorney Faces Bench Warrant, Jail Term

Superior Court Judge Raul Rosado yesterday issued a no-bail bench warrant for a Los Angeles attorney and imposed a five-day jail term on him for contempt of court in failing to appear for a client's arraignment proceeding.

Rosado stayed both the warrant and the jail term for attorney Donald Jones until Monday.

The defendant, J.R. Williamson, 46, of Anaheim, is accused of 15 counts of grand theft and receiving stolen property involving 14 pieces of heavy equipment allegedly stolen and resold in Orange, Riverside, and San Diego counties.

Rosado issued the warrant and the contempt citation when Jones failed to appear and had no one appear on his behalf.

Riverside lawyer placed on probation

The Tribune reported incorrectly yesterday that Riverside attorney Fred. R. Crane had been suspended from practice by the state Supreme Court for improperly deleting the "due-on-sale" clause from a mortgage note held by a savings and loan company. Actually, the court placed Crane on probation for a year and ordered him to pass the California Bar's professional responsibility exam. He will be allowed to continue to practice. Crane argued against the "due-on-sale" clause before the state Supreme Court in the now famous Wellenkamp case.

EXHIBIT

California State Bar disciplines two San Diego attorneys

Two San Diego attorneys have been disciplined by the California State Bar for alleged mishandling of client cases.

The bar suspended James Edward Hennessey, 40, for 18 months and placed him on probation for three years for commingling his client's funds with his own and writing checks without sufficient funds in his account.

The bar said that Hennessey received a settlement in a personal-injury case, paid his client her portion of the settlement, but failed to pay outstanding medical bills and diverted the remaining funds to his own use. The insufficient-fund checks Hennessey allegedly issued totaled $385.

Another attorney, Charles L. Fielding, 55, was the subject of a public reproval by the bar for his actions in three cases. In two of the cases he accepted attorney's fees without the consent of the court in estate matters and in the third case entered a plea of no contest in a criminal case without telling his client of the plea.

EXHIBIT

Ex-Attorney Pleads No Contest

A former San Diego attorney pleaded no contest yesterday to a charge of misappropriating $51,197 from a trust fund he represented while a lawyer without the client's authorization.

Andrew B. Moritz, 59, of San Diego, entered his plea before Municipal Court Judge Napoleon A. Jones Jr., who set a Sept. 19 probation hearing. Moritz was allowed to remain free on his promise to appear for further court proceedings.

Deputy District Attorney Robert J. Sullivan said Moritz loaned himself the money to open a restaurant in Escondido in 1972-73 without the client's knowledge.

Sullivan said Moritz was the attorney for the trust, which was established for his client from the sale of an apartment complex.

The prosecutor said the trust was irrevocable until the client's daughter turned 18 in 1978.

At that time, he said, the client became aware the funds were missing when she went to revoke the trust.

EXHIBIT

3 Lawyers Disciplined by State Bar

Three San Diego County attorneys were subjects of State Bar of California disciplinary actions:

— Leon Jancek, 52, of San Diego. Five-year suspension stayed. Placed on probation for that period with actual suspension for three years. Must pass the Professional Responsibility Exam within three years.

"In 13 separate matters, he wilfully failed to communicate with his clients, to perform the services for which he was retained or to use reasonable diligence in an effort to accomplish the purposes for which he was hired.

"At such time when he wilfully withdrew from employment, he failed to make any effort to refund those unearned portions of advances to the clients and, in 12 of the matters, wilfully withdrew from employment without taking reasonable steps, or any steps, to avoid foreseeable prejudice to the rights of the clients or to give due notice to the clients and wilfully failed to allow time for the employment of other counsel."

— Robert Lee Smith, 46. Two-year suspension stayed. Placed on probation for that period. Must pass the Professional Responsibility Exam within one year.

"In one matter involving a condemnation action brought by a city against his client's corporation, he failed to communicate with his client, wilfully failed to appear in court on the client's behalf, and failed to use reasonable diligence to accomplish the purpose for which he was hired.

"In a second matter involving acquisition of title to property, he wilfully failed to respond to his client's letters, wilfully failed to obtain the client's signature on documents or to forward them to opposing counsel, and wilfully and knowingly negotiated settlement money and disbursed the proceeds without complying with the conditions upon which they were delivered."

— Robert H. Parker, 43, of Solana Beach resigned voluntarily with disciplinary charges pending.

EXHIBIT

OFFERED FALSE EVIDENCE

Attorney Sentenced, Chastised By Judge

By MITCH HIMAKA
Staff Writer, The San Diego Union

Attorney James Henry Pasto, convicted of offering false evidence by submitting an unauthorized change of plea form on behalf of a client, was fined $1,000 yesterday and ordered to participate in a public service program for 10 consecutive weekends and to perform 200 hours of public service to the elderly poor.

Superior Court Judge Norbert Ehrenfreund, in imposing the sentence on the veteran lawyer, noted that Pasto currently has been suspended by the state Supreme Court from practicing law pending a hearing before a California State Bar disciplinary committee to determine whether the suspension should be made permanent.

Describing Pasto's offense "as a crime against public justice," Deputy District Attorney Donald J. MacNeil urged incarceration and called the incident "one of the more serious offenses under that heading."

Pasto was convicted of submitting the false evidence on behalf of Gary Bartonen when he submitted to the court a change of plea form, which Bartonen testified he did not sign.

A jury was unable to reach a verdict on whether Pasto had forged the client's name on the document.

Handwriting experts were unable to identify the writing on the document as Pasto's or Bartonen's, but Pasto's cousin testified the defendant had said he signed it left-handed.

"The greatest victim is the reputation of the legal community," Ehrenfreund said in imposing the sentence. "The integrity of our legal system in San Diego is at stake and it must be kept at its highest level.

"It's my duty to fashion a sentence that will impress upon the community the need for lawyers to maintain their integrity at the highest level."

Proceedings on the forgery charge still unresolved was postponed until the proceedings in the false evidence matter are final.

"Mr. Pasto trampled upon the most precious constitutional right of his client, a right he was hired to safeguard," MacNeil said. "He compounded the crime by perjury in court. He not only acted willfully but violated his duty as an attorney. He violated a great trust and must be held accountable."

EXHIBIT

Lawyer McMillian sentenced in $300,000 extortion case

Lawyer Robert E. McMillian has been sentenced to a one-year jail term and ordered to pay a $1,000 fine for his role in the attempted extortion of two defendants in a Florida drug-smuggling case.

Presiding Municipal Court Judge Kenneth A. Johns, however, granted a two-week stay of the sentence to give McMillian's attorney a chance to investigate a possible work furlough arrangement.

"I have known this man for quite some period of time," Johns said before announcing the sentence yesterday. "It is difficult to know this man and not like him because he is a wonderful person."

But Johns said McMillian committed "an affront to the judicial system."

"While I would like to do something for this man, because I like him, I cannot," Johns said.

The jail term was set at one year minus one day, which gives Johns jurisdiction to modify the sentence later.

McMillian and a former client, John Gerald O'Brien Watkins, pleaded guilty in March to attempted extortion of $300,000 from the two Florida defendants.

McMillian admitted contacting lawyers for the defendants and promising Watkins would not appear as a witness in their case if the Florida defendants paid off a debt they owed Watkins.

McMillian said his actions were part of a "sting" operation and an attempt to recover a legitimate debt.

McMillian's own attorney, Charles Goldberg, argued that the action was "not such a clear-cut crime as it appears on the surface."

Goldberg noted the state bar has suspended McMillian's license to practice law, pending a review of his case, and said there was "a strong possibility that he will be disbarred and will lose his means of livelihood."

"Your Honor, what it basically boils down to is, how much punishment is enough punishment?" said Goldberg, arguing that the attorney should be ordered to perform some type of community service rather than serve a jail term.

Deputy District Attorney Brian Michaels, however, recommended the maximum term of one year in jail and a $1,000 fine.

Michaels said McMillian has shown no deep feeling "that what he did was wrong" and characterized his actions as "outrageous."

EXHIBIT

Today's People

San Diego, Monday, September 28, 1981

THE TRIBUNE

● Larry Hagman has little respect for lawyers. "I learned what crooks lawyers are," he says in San Diego's Tune In magazine. "Lawyers are to avoid justice. Or twist it to their own ends. As a group I place them with horses. They're mean. They'll step on you, and when you need 'em, they're sick." Strong words from a man whose father was a Texas lawyer.

Hagman

EXHIBIT

Attorney gets jail in funds case

By Mike Konon
Tribune Staff Writer

A suspended attorney has been sentenced to 90 days in the county's work-furlough program and ordered to make $10,087 in restitution for embezzling her client's funds.

Superior Court Judge Robert J. O'Neill placed Leona May Pfeifer on probation for five years, ordering Pfeifer to report to Las Colinas women's jail Sept. 10 to begin serving the 90-day sentence.

Pfeifer pleaded guilty last month to embezzling the funds of client Kathy Lee. According to her probation report, Pfeifer received an insurance settlement of $20,000 for Lee, deducted her attorney's fees of $6,666, paid $2,000 to Lee and made only a token payment on Lee's medical bills.

The more than $10,000 in restitution is scheduled to be paid to two doctors and Cabrillo Medical Center for Lee's treatment for accident injuries.

"I don't know that I should punish her (Pfeifer) as a lawyer. I suppose I should punish her as a thief," O'Neill commented.

Pfeifer was suspended for one year by the State Bar and is currently working as a law clerk for an Oceanside law firm.

"She just wasn't paying attention to the store," said Pfeifer's attorney, Peter Hughes. "We are talking about an attorney in bad financial straits."

Deputy District Attorney Robert Sullivan urged the jail term for Pfeifer in light of her recent suspension by the State Bar for misappropriation of another client's funds and her conviction in 1978 on charges of passing $400 in checks with insufficient funds in her account.

"The check case and the December misappropriation were just before this case," Sullivan said. "This is a pattern of misappropriation. Within weeks after she received the settlement in Kathy Lee's case she withdrew $9,100 from her trust account to buy an automobile."

EXHIBIT

Law firm in suit may lose insurance

By Mike Konon
Tribune Staff Writer

10/31/81, SD Union

An insurance company is trying to shed an obligation to defend a former attorney who is being sued for $12 million by an heiress who accuses him of eroding her estate.

The INA Underwriters Insurance Co. filed suit yesterday in Superior Court to rescind a legal-malpractice policy it wrote Jan. 1, 1980, for the law firm of Levin, Milne and Ladenheim.

A member of the firm, Richard L. Levin, is a financial consultant named in the civil suit filed by oil heiress Jennifer Moore Klungvedt.

Her suit, scheduled for trial Feb. 1 before Superior Court Judge Joseph A. Kilgarif, says that over a period of years Levin ran up excess charges against her estate totaling more than $12 million. Kilgarif has been hearing pretrial motions.

The law firm took out the $1 million policy in January 1980. The firm says it has offices in San Diego, New York and Indianapolis. Levin is licensed to practice law only in Indiana, Milne is licensed in Indiana and California and Ladenheim is licensed in New York and California, according to the firm's petition for insurance.

The insurance firm says the law firm made two false statements on its applications: that no member had been refused admission to practice law, been disbarred or suspended or officially censured by a state bar, and that the firm knew of no claims against any member.

EXHIBIT

Why Lawyers Use English You Can't Understand

The real reason lawyers don't like to write in plain, simple English is — they don't want you to understand what they say!

Writing in legal gobbledygook allows lawyers to overcharge for amazingly simple documents you could write yourself in minutes, charges New Jersey attorney Frank Hayes.

Plus, he says, lawyers get a sense of power from using legal language nobody but other lawyers can understand.

"And the reason is simple: cash. When it takes one lawyer to confuse a simple matter by covering it with legalistic jargon, it takes another lawyer to decode it. The result: jobs for the boys (lawyers)." For instance, a power of attorney statement starts out with the words, "Know all men by these presents," he said, explaining that the word "presents" is actually an obsolete word that once meant "writings."

"Nobody uses it that way anymore — except lawyers," he said. "What's the purpose? All it does is baffle people and keep legal fees high."

Lawyers get at least $40 for drawing up a simple power of attorney statement, he said. "Clients pay the money because they think it must be very complicated due to the complex legal jargon involved."

And Hayes boiled down a 1½-page power of attorney statement into these three simple sentences: "I want everyone to know that I appoint John Doe to act for me. I agree to be bound by everything he does on my behalf. I give him power of attorney over my affairs."

Hayes, a labor negotiator, fought for 12 years to get the New Jersey Legislature to pass a "Plain Language" bill mandating that most contracts designed for the public be easily understandable.

"Naturally the bar association opposed it," he said. "They came up with every objection in the book before it was finally passed."

— JAMES McCANDLISH

Best Copy Available

EXHIBIT

Liberty & Justice for All? — Only If You're a Crook

By U.S. Congressman Toby Roth (R.-Wis.)

American justice has been twisted and perverted until it provides more safeguards for the hoodlum than it does for decent citizens.

The rights of the accused have been stretched to the point where it's almost impossible to lock up individuals who should, for the safety of society, be behind bars — and kept there.

Each of us has a one in eight chance of becoming a victim of crime. And all too often it will be committed by a repeat offender who's been convicted time and again, only to be turned loose by incredibly lenient judges or parole boards.

Our revolving door judicial system all but ensures that, once convicted, a criminal can be back on the street in no time, free to further terrorize decent citizens.

Time and again, law enforcement officials arrest individuals for crimes committed while they were free on bail for previous arrests. Overworked prosecutors too often drop the second charge after getting a conviction for the first.

This says one thing to the criminal mind: "If I'm free on bail, I may as well steal as much as I can, since the chances are I won't even be tried for it."

Criminals must know that their actions will result in swift and certain punishment — that they'll face a locked door, not a revolving door.

EXHIBIT

Attorney Fees Are Now 'Classified' Information

S.D. Union/8-24-81

Lawyer William H Johnson found a lifeline in classified advertising. His daily ad in The San Diego Union for uncontested divorce, drunk driving and bankruptcy cases is among the few that list prices — and his are the lowest listed.

"As a veteran lawyer once told me, the only way a new lawyer can make it in San Diego is to have a few rich clients or advertise and do heavy volume business," he said.

Johnson advertises uncontested divorce cases for $100, bankruptcies for $115 and drunk driving cases from $100. Like nearly all firms using classified ads, Johnson's initial phone consultation is free.

In comparison, the La Jolla Law Office advertises drunk driving cases without trial from $150, and uncontested divorces from $150. Attorneys Rock & Bond of Pacific Beach advertise divorces from $125, drunk driving from $150 and bankruptcy from $200.

Even a cursory scan of the classified section underscores the axiom that attorneys who advertise specialize in legal categories conducive to high-volume business:

- An "experienced attorney" offers bankruptcies for $195. An "El Cajon Attorney" offers divorces from $150. "R. Fitzpatrick, atty." will do drunk-driving cases starting at $100. An "El Cajon attorney with 15 years experience" will do bankruptcies from $200.
- "Bob Newman, attorney," offers evictions "$15 to start." Pat McCrary will do "drunk driving, divorce from $100."

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EXHIBIT

Attorney fees are now classified information. (Continued)

2.

● See Ronald J. Pullen at either of his offices for "Divorce, protect your rights ... Bankruptcy, stop creditor calls, suits and repos ... Drunk Driving, stay out of jail and save license ... Personal Injury, maximize recovery by consulting immediately, NO RECOVERY, NO FEE."

Johnson said he took note of all the ads and prices and decided he would be "cheaper than all the rest.

"I don't mind doing repetitous work and that's what simple bankruptcies, uncontested divorces and drunk driving cases without trials are," he said. "I do all my own secretarial work to keep overhead down. It's not a very gratifying way to practice law and it's not what I intended, but that's the way it has turned out."

Johnson, who has been practicing law here off and on for four years, said he found advertising the only way for an attorney new to town to become established.

"The San Diego County Bar Association does almost nothing to help new attorneys and a good deal of prior experience is required to get on the misdemeanor-appointment list (attorneys appointed — and paid — by the court to serve indigents). That cuts out new attorneys for a long time."

Jacoby & Meyers, who pioneered the high-volume, legal-clinic approach, charge a $25 consultation fee which can be applied to the total fee for a case. Stephen Meyers, 38, co-founder of California's most successful law firm that advertises, said he does not publish a standard schedule of fees — although the firm operates on one.

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EXHIBIT

Attorney fees are now classified information (Continued)

"We don't want people to be misled, that's why we discuss their case first and give a written estimate based on assumptions and patterns. And sometimes the written estimate changes if the assumptions it was based on change.

"For example, if a wife tells us it will be an uncontested divorce, that her husband has agreed to everything and it turns out her husband agrees to nothing, sure the fee is going to change," he said.

According to the current Jacoby & Meyers fee schedule, a simple will costs $60; bankruptcy for an individual is $525, and $95 more for a couple; divorces begin at $225; and drunk driving is $350.

"Some lawyers run into problems with advertising because they adopt a two-tier fee schedule. They charge less to people they reach through advertising and more to their regular clients. That is improper — but not illegal.

"And we do not always charge the lowest fee. There might be some young guys in a given market trying to drum up business and charge lower."

Tom Sauer, a San Diego attorney who handled 860 misdemeanor cases mostly involving indigents last year, said he finds Jacoby & Meyers' drunk-driving fee "outrageous."

"I charge the county $52.25 for a drunk driving case, which is a standard for such cases set by the board of supervisors. Now 90 percent of these cases end up the same way, so why the vast difference in fees?"

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San Diego, Thursday, October 29, 1981

THE TRIBUNE

TODAY

A LAWYER, miffed by a clerk who shouted there was "something funny" about his $25 check and that it was "probably no good," has won a $500 slander judgment against the Alpha Beta market chain. Donald Brown said he was "sick and tired of nastiness in the marketplace" and was glad he could strike a blow for courtesy and good manners. "The whole store heard it," Brown said. "And I've never written a bad check in my life."

EXHIBIT

SAN DIEGO, CALIFORNIA, TUESDAY MORNING, AUGUST 4, 1981

$600,000 ESTATE INVOLVED

Office Of Lawyers Searched In Probe

By JON STANDEFER
Staff Writer, The San Diego Union

District attorney investigators yesterday searched the offices of attorney Robert E. Kronemyer and his son, David, to try to determine the disposition of more than $600,000 in negotiable bonds and other assets of the estate of the late biologist Joshua L. Baily.

Richard Frame, assistant chief of special investigations for the district attorney, said in a court affidavit that he was investigating "suspected crimes including the filing of false documents ... perjury ... theft ... and embezzlement ..."

Two boxes of material were taken by a special master, lawyer [illegible] Adam, appointed by Superior Court Judge Jack Levitt, who also signed the application for the search warrant. Special masters are often used in searches of attorneys' offices to protect the confidential privilege between an attorney and his clients.

Adam turned the two boxes over to Levitt, who has three days to determine what material, if any, may be made available to the district attorney.

Frame's affidavit indicated that the investigation began in May, when Ellen Baily Brown of Westtown, Pa., made a complaint that Robert Kronemyer, as conservator for Baily, failed to list what she described as about $500,000 in municipal bonds for which Kronemyer had signed a receipt in 1975.

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EXHIBIT

Brown, a niece of Baily, also alleged that Kronemyer had filed a false statement that Baily had no living relatives when Kronemyer asked the court to appoint him conservator.

Neitherof the Kronemyers, lawyers who share an office, could be reached for comment. Peter Hughes, who represents the Kronemyers, said last night that he had not had time to discuss the case with his clients.

The bonds that are not accounted for are California Water Bonds, with a face value of $50,000, and Los Angeles City Water and Power Bonds, with a face value of $65,000.

One exhibit filed with the affidavit is a copy of a handwritten list of the bonds, along with a typed statement of receipt signed by Robert Kronemyer and dated Dec. 31, 1975.

The affidavit says that no mention of the bonds was made in an inventory of assets made in October 1977 by Kronemyer after he was appointed conservator. There was also no accounting of the bonds in the 1976 income-tax statement of Baily.

In addition to the bonds, investigators also want to know about the contents of a safety-deposit box, five savings accounts, and the sale of 1,200 shares of Pacific Gas & Electric Co. common stock (for $26,909) which was noted on the 1976 income-tax statement but not in the conservatorship accounting.

Frame's affidavit says Robert Kronemyer since 1971 had acted as attorney for Baily, a retired biologist at the San Diego Natural History Museum and a former president of the San Diego Historical Society.

In June 1977, Baily was hospitalized. And in September 1977, Robert Kronemyer petitioned to become conservator for Baily, a position he assumed the next month.

Baily died on April 18, 1981. Robert Kronemyer filed a petition for probate of Baily's will along with two amendments, the eighth and ninth made to the will.

The eighth amendment made Robert Kronemyer executor of the estate and David Kronemyer alternate executor. The ninth amendment left Robert Kronemyer a one-sixth share of the estate after various gifts had been made to several charities. The estate itself totaled $423,432, according to a final accounting made by Kronemyer.

Baily's former housekeeper, Lishi Mae Kelly, told investigators that she signed the ninth amendment in July 1977, at the request of Robert Kronemyer, after Baily had returned home from the hospital. She said Kronemyer covered the document with another paper so that she could see nothing above the space left for her name.

After she signed the document, Kelly said, she asked David Kronemyer what she had signed and was told that it pertained to the will. Kelly said she understood that the document meant that she would receive an additional $15,000 in Baily's will.

Kelly's signature, however, appears only as a witness, along with David Kronemyer, to the ninth amendment which provides for the one-sixth share of the residual of the estate to go to Robert Kronemyer.

Baily's personal physician, Dr. Edward H. Corwin, told investigators that "because of the state of mind of Joshua Baily after his illness in June 1977, Joshua Baily could not have said, or told somebody to write, what was written in the ninth (amendment)," according to the affidavit.

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EXHIBIT

THE SAN DIEGO UNION B-13 Friday, July 31, 1981

COMMENTARY

Courts And Juries Deal Wisely With Malpractice Cases

By SHELDON DEUTSCH

Often times I have thought of writing to you in praise of your editorials, but this letter is to take issue with your attack upon California juries in your July 10, 1981, editorial entitled "Why Not $100 Million?"

Juries do not act in vacuums; they act pursuant to instructions by the court as to the law to be applied to the particular facts presented during the trial. If the jury fails to apply the law, then our system of "checks and balances" allows the trial judge to either grant a new trial, increase the amount of the award or decrease it, according to his duty to be the "thirteenth and controlling juror." If a verdict is still thought to be excessive or if a party feels that the judge has abused his discretion in either increasing or decreasing a verdict or granting a new trial, then a litigant can appeal to our Appellate and perhaps even our California Supreme Court to make sure that our system of justice (the best around) works efficiently and fairly.

The $4.6 million award was newsworthy because of the amount involved, but your statement that California juries too often make grossly excessive malpractice awards because of emotional involvement and due to a belief that "fat-cat insurance companies exist to pay such claims" does not tell the whole story. All you have to do is look through the California jury verdicts in our County Law Library and you will see many cases where insurance companies have offered hundreds of thousands of dollars to settle a case only to have a jury give the claimant zero. Does that savings to the insurance company get passed on to the premium payer? Is that any reason to attack juries or is it all the more reason for trial and appellate judges to apply the law of reason to miscarriages of justice.

It is not unusual for a federal or state judge to enter a multi-million dollar judgment where there is no jury present. It is baseless to state that this isolated award would become a "basis of other malpractice awards" unless you blow it out of proportion by excessive press coverage before the trial judge and appellate courts accept the jury's award.

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EXHIBIT

Most importantly, however, is the fact that neither you nor I sat through the jury trial and we do not know what part of the jury verdict went to future medical expenses, past medical expenses, lost income, lost employability and pain and suffering. How can we judge the fairness of the jury without knowing all of the facts?

You refer to putting limits on malpractice claims, but why should one who is injured as a result of a defective product or an auto accident get more or less than one who receives the same injury due to the negligence of a physician or nurse?

Malpractice awards are not limited to the medical field. A recent two plus million dollar award was rendered against an attorney whose insurance carrier could have settled the case relatively inexpensively long before trial, but it was not until the jury trial that the insurance carrier made serious offers of settlement even though liability was clear.

Why did the defendant-physician or his insurance carrier in the $4.6 million case allow the case to go to trial instead of settlement, especially when the doctor admitted his liability? These factors should be considered in regard to malpractice insurance premiums rather than attacking our citizens who serve as jurors, who are doing a great public service.

Please bear in mind that the insurance industry recently refunded a great deal of money to California physicians for overcharges in regard to the alleged medical malpractice crisis of 1975. Recently an appellate court referred to it as a "purported" crisis, which was probably due to mismanagement of the insurance company's funds and not to jury verdicts.

As a trial lawyer and as a citizen, I recognize the fact that we need a free, responsible press and a free, unfettered jury in both criminal and civil matters. The problem is not the malpractice jury or the malpractice award, but the malpractice itself. Hopefully your editorials will address the solution to the cause and not the symptom.

Deutsch is a San Diego attorney.

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EXHIBIT

Exhibit attached.

I, Mary Vaughn hereby certify that 3 copies of this document and its attachments have been mailed to the opposing party, Hinchy, Witte, Wood, Anderson, Hodges, et. al. law firm.

DATED: Dec. 18, 1981

Mary Vaughn
Signature

DATED: January 14, 1982